

Reservation Form & Advertising Contract

Correctional Education Association

PO Box 3430

Laurel, MD 20709

Phone 443-459-3084

Fax: 443-459-3088

Advertiser

Advertiser or Agency

Contact

Contact

Address

Address

City, State, Zip

City, State, Zip

Phone, Fax, Email

Phone, Fax, Email

Product to be advertised: _____

	Size	Price	Total
January News and Notes	_____	_____	_____
January Journal	_____	_____	_____
April News and Notes	_____	_____	_____
May Journal	_____	_____	_____
August News and Notes	_____	_____	_____
September Journal	_____	_____	_____
November News and Notes	_____	_____	_____

Terms and Conditions

1. First time advertisers will be invoiced in advance of the first issue in which they advertise. Payment is due immediately upon receipt of the invoice. The ad will not run unless timely payment is received in advance. All other advertisers with current accounts in good standing will be invoiced upon publication with payment due net 30 days. Billing is deemed correct unless advertisers make a written objection within 30 days of date of publication. All accounts not paid within 30 days of the date of invoice are subject to a finance charge of 1.5% per month.
2. The Correctional Education Association reserves the right to review and reject any advertising.
3. The Correctional Education Association does not guarantee any level of circulation or readership for an advertisement.
4. The advertiser and its agent, if any, represent and warrant that the advertisement is fair and accurate, based upon adequate substantiation, and non-deceptive; that it does not infringe upon any copyright, trademark, service mark, or any other intellectual property right; that it does not violate any right of privacy or contain any libelous material; and it does not constitute or contain any unlawful commercial or misappropriation of the name or likeness of any person or entity. Advertisers and their agents assume all liability for the content of their advertisements as submitted. The advertiser and advertising agency shall pay for the defense of and indemnify the Correctional Education Association against any and all claims arising out of or in any manner related to the publication of such advertising.
5. All advertising copy that might be mistaken as an article, commentary, or other non-advertising material must be clearly marked "advertisement". CEA reserves the right, within its sole discretion, to mark any copy as "advertisement".

6. Should CEA publish advertising in a form, which it reasonably determines to be materially other than as submitted and/or approved by the advertiser or advertising agency, or should advertising not appear as scheduled, CEA shall, at the option of the advertiser or advertising agency, either (a) void the invoice or refund the amount paid for the materially incorrect or missing advertisement, or (b) publish the advertisement in its correct form in the next available or appropriate issue. CEA shall not be liable to the advertiser or advertising agency for any further damages of any kind, including without limitation, direct, indirect, consequential, or punitive damages, in the event that advertising is either published materially other than as submitted or approved or not run as scheduled.
7. Additional charges for changes from original layout and copy, as requested by the advertiser or to meet mechanical requirements of the publication, will be levied based on current composition rates. All mechanical, production, and conversion costs are chargeable and non-commissionable.
8. Cancellations, changes, or corrections must conform to published deadlines and will not be accepted unless presented in writing and signed by the advertiser/advertising agency, and CEA. No cancellation of contracted space will be deemed valid unless received in writing by the publisher at least 30 days prior to space closing date for each issue. Failure to comply with this condition will result in the advertiser being billed accordingly. The publisher will, at its discretion, either repeat the latest advertisement or publish nothing.
9. CEA does not assume any liability for the return of printing material in connection with advertising unless a specific written request is received to hold such materials subject to order for a period not exceeding 60 days.
10. All information contained within the current rate card is part of the legally binding terms of this contract. No conditions printed or otherwise, appearing in the space order, billing instructions, or copy instructions, which conflict with the publisher's stated policies, will be binding on the publisher.
11. No contract is valid unless it is signed (a) by CEA's authorized agent and (b) by the advertiser and/or the advertising agency.
12. CEA accepts advertising solely upon the condition that both the advertising agency and its client, the advertiser, are responsible for all obligations due to the publisher (including all expenses incurred by the publisher at the request of the agency or the advertiser). The signatures of the authorized representatives of the advertising agency and the advertiser on this contract signify that those parties affirmatively agree to their joint and several obligations hereunder. The advertiser is liable hereunder even if this contract is signed only by representatives of the advertising agency and the CEA, but not by the advertiser. The signature of only the authorized representative of the agency on this agreement constitutes a representation and warrant that he/she has explained the foregoing to his/her client, the advertiser, and that the advertiser has authorized the agency to enter into this agreement on the advertiser's behalf. The publisher's policy is to bill the agency for media placements. If, for any reason, the agency fails to pay the publisher's statement when presented, the publisher will immediately seek and be entitled to receive payment of all amounts due from the advertiser.
13. Advertiser or authorized agency must forward all materials to CEA in accordance with closing dates and current rates.
14. This is a legally binding contract. In signing, the advertiser and agency agree to abide by the Terms and Conditions as well as the Rates and Specifications contained in the Correctional Education Association Reservation Form and Advertising Contract.

Return two original signed contracts to: **Correctional Education Association, PO Box 3430, Laurel, MD 20709**. When accepted by the publisher, a copy will be signed and returned to you.

Advertiser's Authorized Signature

Name and Title (please print)

Publisher's Acceptance:

Authorized Signature

Date